EXHIBIT G

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VIA EMAIL ONLY

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RE: ***Alterra Am. Ins. Co. v. National Football League, et al.*** **No. 652813/2012**
Discover Prop. & Cas. Co. v. National Football League, et al.**, No. 652933/2012**

Dear John, Seth, and Alyse:

We write on behalf of the Insurers in further response to your October 11, 2018 letter on behalf of the Member Clubs, which we (along with counsel for the XL and Travelers companies) already discussed at length on the telephone on October 24, 2018. As was confirmed during that call, a fundamental dispute exists between the Insurers and each Member Club regarding its obligations in connection with the respective subpoenas. The Insurers expect each Member Club to comply with the subpoenas by providing whatever documents it has that are responsive and non-objectionable. The Member Clubs' position – i.e., that they are not obligated to produce *any* responsive materials until the Insurers agree to a compromise with respect to the scope of the subpoenas – is entirely without basis.

In light of the failed meet and confer efforts, the fact that most of the subpoenas (23 out of 32) were served on the individual Member Clubs more than a year ago,[1] and that not one document has been produced to the Insurers, the Insurers demanded during the October 24, 2018 call that each Member Club produce all non-privileged, responsive documents within 30 days of that call. The Insurers hereby reiterate that demand.

We will refrain in this correspondence from addressing on a point-counterpoint basis each of the issues raised in your October 11, 2018 letter (and the follow-up teleconference). Suffice it to say, and, as previously discussed, the sides disagree. Certain fundamental points, however, merit particular note.

First, we understand that the Member Clubs have asserted certain objections to the individual document requests contained within the subpoenas. Indeed, they have labelled each and every one of the Insurers' requests for documents as objectionable in some way (except for the lone request for document retention policies - none of which have been

[1]And on the remainder of the teams many months ago.

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produced to date, despite prior commitments). Nonetheless, it has become clear through the course of our communications over the last year that there is *some universe* of non-privileged documents in the possession, custody, or control of the Member Clubs that are both responsive to the Insurers' requests (i.e., relevant to the claims or defenses at issue in the coverage litigation) and not objectionable. The Member Clubs, for the most part, have had over a year to search for, identify, review, and produce such documents. Indeed, you have stated that the Member Clubs have been "working hard" on this project for many months. Despite these purported efforts, the Member Clubs still have not produced *any* responsive documents.

Second, refusing to produce *any* documents, or to even describe what efforts are being undertaken to identify responsive categories of documents, as the Member Clubs have done and continue to do, on the basis that the Insurers have not agreed to unilaterally edit, re-write, or otherwise reduce the scope of the subpoenas is not a valid objection. It became clear during our October 24, 2018 call that, after more than a year of "meet and confer" efforts, and after the Insurers agreed to cooperate with the Member Clubs by identifying certain of their document requests as being of the highest "priority" for production, what the Member Clubs actually meant by requesting that the Insurers "prioritize" their requests is that the Insurers must narrow their requests to some undefined subset of the original requests. The Insurers have no obligation to do that. There is no legal basis for the position that a party's "insistence on full compliance" with a subpoena somehow relieves the recipient of the subpoena from its obligation to produce all responsive documents. See October 11, 2018 letter ("Clubs' Letter"), pg. 1. Likewise, there is no requirement that compliance with a subpoena is in any way contingent on the recipient's "agreement to produce documents." See Clubs' Letter, pg. 4 ("no agreement has been made to produce any documents"). The duly issued and served subpoenas are, effectively, court orders with which the Member Clubs have failed to comply.

Third, it is most certainly ***not*** the Insurers' position that the purpose of their requests to the Member Clubs is "solely to confirm the accuracy of the productions they have or will receive from the NFL" or that the Member Clubs' responsive documents are in any way "limited to documents transmitted or communicated to the NFL." See Clubs' Letter, pg. 4-5. Given the nature and scope of the claims that were asserted by the retired players in the underlying actions (and are still being asserted by the opt-out players) and the fact that each and every one of the over 20,000 registered participants in the settlement for which the NFL is seeking coverage from the Insurers alleges that he is entitled to compensation for injuries sustained as a result of his employment at various times by one or more of the Member Clubs, the Member Clubs independently possess discoverable documents and information.

Fourth, and on a related point, the Member Clubs' repeated assertion that the Insurers' attempt to take discovery from the Member Clubs is somehow unnecessary or improper due to the fact that the Insures are in litigation with the NFL and can obtain what they need through "first party discovery" is illogical and would foreclose third-party discovery in every case. There is no legally cognizable basis for this objection, and, in fact, it is contrary to the law requiring third parties to comply with subpoena requests. Moreover, the Insurers have repeatedly assured the Member Clubs that the NFL Parties' production to date has in no way

alleviated the Insurers' need to obtain the documents properly requested from the Member Clubs (see Insurers' letter dated September 24, 2018, fn. 4).

Finally, the Member Clubs' apparent position that only communications directly involving the NFL are relevant to the coverage litigation because they may relate to the NFL's "knowledge" is not accurate. There are *many* coverage issues at play in the context of the claims and defenses asserted in the underlying litigation that have nothing to do with the NFL's knowledge regarding the risks of head trauma.[2] Thus, responsive documents and communications do not necessarily have to relate to the NFL's "knowledge" in order to be relevant.

The Insurers are entitled to obtain broad discovery with respect to all documents and information relating to the claims asserted by the Member Clubs' former employees in the underlying litigation and all of the claims and defenses at issue in the coverage litigation, and have been beyond patient with the Member Clubs with respect to their subpoenas. They have voluntarily agreed to identify a prioritized subset of documents for production (as part of an ongoing process) as requested by the Member Clubs, and have provided search terms for ESI to the Member Clubs that were utilized by other non-parties that were subpoenaed. In return they have received nothing - not one piece of paper from any one of the Member Clubs. Although we are always open to a continued dialogue aimed at facilitating this process, it is the Insurers' expectation that the Member Clubs will each fully comply with their respective obligations to produce non-objectionable, non-privileged documents responsive to the subpoenas by November 30, 2018.

In the event that responsive materials are not provided by November 30, the Insurers will be forced to take more formal steps to ensure compliance with the subpoenas.

Very truly yours,

Mark F. Hamilton
Partner
For Kennedys CMK

cc: Insurer Counsel (via email)

[2] For further guidance on these coverage issues, we refer you to the publicly-filed pleadings in the coverage action.